#### **Utility Advisory Commission Regular Meeting**

Agenda Thursday, March 4, 2021

7:00 pm – Gardner City Hall Council Chambers

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### **PUBLIC COMMENT**

#### **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the January 7, 2021 meeting of the Utility Advisory Commission.
- 2. Consider the appointment Matt Ponzer as Director 1 to the KMEA Board of Directors.

#### **NEW BUSINESS**

1. Consider a recommendation to the City Council to award a service contract for the 2021 Hillsdale WTP Waste & Residual Pond Cleanout Project.

#### **DISCUSSION ITEMS**

1. Project Updates

#### **OTHER BUSINESS**

1. Rebate Program

#### **ADJOURNMENT**

UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1

MEETING DATE: MARCH 4, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

**AGENDA ITEM:** Standing approval of the minutes as written for the January 7, 2021 meeting of

the Utilities Advisory Commission.

#### **Background:**

The draft minutes for the January 7, 2021 Utilities Advisory Commission meeting are attached.

#### **Staff Recommendation:**

Staff recommends approval of the minutes for the January 7, 2021 meeting of the Utilities Advisory Commission.

#### **Attachments:**

• Draft minutes of the January 7, 2021 Utilities Advisory Commission meeting.

## RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS

Page No. 2021-01 January 7, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on January 7, 2021, at City Hall. Present were Vice-Chairperson Kristina Harrison, Commissioner Barbara Coleman, Commissioner Jake Wells, Utilities Department Director Gonzalo Garcia and Administrative Assistant Erin Groh. Chairman Gary Williams and Commissioner Bryce Augustine were not in attendance.

#### **CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Vice-Chairperson Kristy Harrison.

#### PLEDGE OF ALLEGIANCE

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the December 3, 2020, meeting of the Utility Advisory Commission.

#### **PRESENTATION**

1. Consider election of a Chairperson and a Vice-Chairperson of the Commission.

Commissioners selected Kristina Harrison as Chairperson and Jake Wells and Vice-Chairperson of the Utility Advisory Commission.

Motion by Commissioner Coleman, seconded by Commissioner Wells, to elect Vice-Chairperson Harrison to Chairperson and Commissioner Wells to Vice-Chairperson.

Motion carried 3-0 Aye (2 absent)

2. Consider a recommendation to the City Council to award a contract for the Belt Press Replacement at Kill Creek WRRF, Project No. WW1901.

Scott Millholland presented the staff report. The Kill Creek Water Resource Recovery Facility has a belt press that processes solids within sludge that is dewatered before it is hauled off for disposal. The current belt press used for dewatering the bio-sludge was purchased as a used refurbished piece of equipment and currently has approximately 30 years of use, which is well past the useful life for this type of equipment. Staff recommendation is to replace the belt press with a screw type press which will allow for greater dewatering capabilities of the bio-sludge with less maintenance and man-hours to operate this process at the plant. Utilities staff performed a review of all proposals including the bid costs, qualifications and equipment specifications as well as reference checks.

Motion by Vice-Chairperson Wells, seconded by Commissioner Coleman to forward a recommendation to City Council to award a contract to Crossland Heavy Contractors for the Belt Press replacement at Kill Creek WRRF, Project No. WW1901 in an amount not to exceed \$442,000.00.

Motion carried 3-0 Aye (2 absent)

#### RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS

Page No. 2021-02 January 7, 2021

#### **DISCUSSION ITEMS**

Director Garcia gave a presentation on the current developments of the Hillsdale Water Treatment Plant expansion project.

#### 1. Project Updates- Hillsdale Water Treatment Plant Expansion Project, WA2002

Director Garcia gave a presentation on the current developments of the Hillsdale Water Treatment Plant expansion project, WA2002. The 3.0 MGD expansion will allow for a total capacity of 7.0 MGD by early summer 2021. The joint venture of Burns and McDonnell and CAS Constructors were hired to do the expansion. A new lagoon was put in, a transfer pump station constructed, as well as a carbon contact basin and filter building (which will remove sediments via various filters), and a new raw water line installed. A new chlorine building was also constructed and will provide chlorine to all areas now and the old chlorine building will be decommissioned. Garcia said that one of the major improvements is that the new pond on the south side of the plant will flow due to gravity and pumps will not be needed to pump the water over to the treatment plant. Also, with the new lagoon pond, it will allow for maintenance on the other existing pond and vice versa if needed. The clearwell will allow for maintenance on the contact basin if necessary. Garcia went over some of the latest changes which include the following: In September 2020 the walls and roof were added to the clearwell. The Contact Clarifier had the structure installed that will help collect the clarified water which will be sent to be filtered. In November 2020, various electrical equipment arrived, like the motor control centers, the air conditioners and heaters. The new 1.2 megawatt generator was installed in December and will replace two of the old generators that are currently at Hillsdale. The approval from the Corps of Engineers was given for the new 24" raw water Line to be installed and the install is now almost 90% complete. The new raw water line is for a backup in case we need to do maintenance on the old raw water line. Also, for future expansions the treatment plant will need to transfer larger amounts of water in the future from Hillsdale Lake to the plant. The expansion is now 97% complete. Some of the last items to be added are some equipment which are the high service pump and the new raw water pumps, which will be added here soon. Substantial completion should be done by April-May 2021. A start-up process will take place about March or April.

#### 2. 2020 4th Quarter Electric Outage Report

Director Garcia presented the Electric Outage Report for the 4<sup>th</sup> Quarter of 2020. Electric staff responded to 11 outages affecting 128 customers: 5 caused by equipment failures, 1 caused by animals, and 5 caused by other reasons. The average workday response time was 18 minutes and the average workday length of outage was 1 hour and 30 minutes. The average after-hours response time was 43 minutes and the average after-hours length of outage was 1 hour and 36 minutes. The overall average response time was 31 minutes and the overall average length of outage was 1 hour and 21 minutes.

#### 3. 2020 4th Quarter Wastewater Collection Repairs Report.

Director Garcia presented the Wastewater Collection Repairs Report for the 4<sup>th</sup> Quarter of 2020. Line maintenance staff completed 6 sanitary sewer line repairs affecting 6 customers: 1 caused by grease, 4 due to residents' issues, and 1 due to other causes. The average workday response time was 4 hours and 28 minutes and the average workday repair time was 6 hours. The average after-hours response time was 25 minutes and the average after-hours repair time was 40 minutes. The overall average response time was 3 hours and 48 minutes and the overall average repair time was 5 hours and 7 minutes.

#### RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS

Page No. 2021-03 January 7, 2021

#### 4. 2020 4th Quarter Water Distribution Repairs Report.

Director Garcia presented the Water Distribution Repairs Report for the 4<sup>th</sup> Quarter of 2020. Line maintenance staff completed 47 water distribution service repairs affecting 147 customers: 11 due to line failures, 2 due to valve failures, 8 due to damages by others, 24 due to residents' issues and 2 due to the other issues. The average workday response time was 8 hours and 52 minutes and the average workday repair time was 8 hours and 7 minutes. The average after-hours response time was 19 minutes and the average after-hours repair time was 2 hours and 9 minutes. The overall average response time was 5 hours and 36 minutes and the overall average repair time was 5 hours and 50 minutes.

#### **OTHER BUSINESS**

Director Garcia discussed that a resident from the Megan Valley subdivision contacted him regarding the possibility of getting streetlights in three cul-de-sacs there since the contractors did not have them installed. Garcia stated that he feels that it would be best if the city paid for the labor of installing the lights but that the home owner's association of Megan Valley should cover the cost of the materials. Harrison asked if lighting planning is reviewed and looked at with the developer and are there changes that the city should make [to the planning requirements] to try and drive more lighting in the future. Garcia stated that right now the City does not have a streetlight technical specifications, and that is part of the deficiencies of inadequate lighting in certain subdivisions. There are currently no requirements for how many streetlights you need for say, 100 ft. Chairperson Harrison, Vice-Chairperson Wells and Commissioner Coleman all agreed with Garcia's recommendation that any cost regarding the materials of the streetlights should be incurred by the homeowner's association.

Commissioner Coleman asked for an update on the rebate project. Garcia stated that he is still working on compiling some data for it, and there were three items that he was going to research: a rebate for a smart thermostat, a rebate for a water irrigation controller, and the LED. Garcia stated that he needed more time to research the LED rebates because there are so many types of bulbs and he said he needs a better handle on how to handle that type of rebate. He wants to make it a no-brainer so that it's very easy to determine what the rebate would be. Garcia said he hopes to have a proposal by next meeting.

#### <u>ADJOURNMENT</u>

Motion by Vice-Chairperson Wells, seconded by Commissioner Coleman, to adjourn the meeting at 8:06 p.m.

Motion carried 3-0 Aye (2 Absent)

lel	Erin Groh
131	Lilli Ololi

Utilities Department Administrative Assistant

UTILITY ADVISORY COMMISSION STAFF REPORT CONSENT ITEM # 2

MEETING DATE: 3-4-21

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

**AGENDA ITEM:** Consider appointment of City of Gardner representative as Director #1, with

voting rights to the Kansas Municipal Energy Agency (KMEA) Board of

**Directors** 

#### **Background:**

The City of Gardner is a member of KMEA. In accordance with Section 5.1 of KMEA's Bylaws (see attached), each KMEA member City shall have two (2) Directors and an Alternate on its Board of Directors. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement. Each Director will serve for two (2) years; however, terms are staggered in order to maintain continuity on the Board of Directors.

Currently, the following persons have been appointed to represent the City of Gardner on the Kansas Municipal Energy Agency Board of Directors:

1. Director #1: Matt Ponzer, term expiring April 30, 2021

Director #2: Gonzalo Garcia, term expiring on April 30, 2022
 Alternate: Bruce Baldwin, term expiring on April 30, 2022

There are two meetings per year and they are generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

#### **Staff Recommendation:**

Approve a recommendations to the City Council to reappoint Matt Ponzer as Director #1, for a term expiring April 30, 2023, with voting rights to the Kansas Municipal Energy Agency (KMEA) Board of Directors

#### **Attachments:**

KMEA By-Laws

# EXCERPT OF BYLAWS OF KANSAS MUNICPAL ENERGY AGENCY ARTICLE V BOARD OF DIRECTORS

**Section 5.1. Selection of Directors**. The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as "Director-1" and "Director-2".

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement. Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this *Article V*.

**Section 5.2. Voting Powers**. Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in **Article XII** hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

**Section 5.3. Compensation**. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

**Section 5.4. Vacancies**. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

**Section 5.5. Removal or Resignation**. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

**Section 5.6. Successor Director.** Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member's behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.

UTILITY ADVISORY COMMISSION STAFF REPORT NEW BUSINESS ITEM #1

MEETING DATE: MARCH 4, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to award a service contract

for the 2021 Hillsdale WTP Waste & Residual Pond Cleanout Project.

#### **Background:**

Hillsdale Water Treatment Plant had two retention basins (commonly referred to as ponds or lagoons) used to hold all sludge generated from back washes that came mainly from clarifiers and backwashing of the media filters. Historically, one pond was cleaned out every year.

In September 2019, both the west pond and east pond at Hillsdale WTP was cleaned out. The east pond was cleaned out and removed completely to make room for the plant expansion. The expansion project constructed two new waste residual ponds on site and those are tested and approved for operation. Therefore, this project will clean the existing west holding pond, so that the expansion project can complete the appropriate abandonment process outlined by KDHE and repurpose this area for the expansion project to use.

#### **Bidding Process:**

The Invitation for Bids was advertised on the City of Gardner website, Drexel website, and published with the Legal Record on January 19, 2021. A total of two bids were received.

COMPANY	Installed Price
Denali Water Solutions, LLC	\$54,779.00
Hodges Farms & Dredging, LLC	\$73,739.00

The Utilities staff reviewed the bid provided by Denali Water Solutions, LLC. and they meet and exceed all of the requirements set out in the Request for Bids.

#### **Financial Impact:**

The 2021 Budget includes \$80,000 in the Water Treatment Outsourced Services budget for Sludge Removal.

#### Staff Recommendation:

Consider a recommendation to the City Council to award a service contract to Denali Water Solutions, LLC. in the amount not to exceed \$54,779.00 for the 2021 Hillsdale WTP Waste & Residuals Pond Cleanout Project.

#### **Attachments:**

- a. Bid Tab
- b. Denali Water Solutions, LLC Bid package submittal

## **West Pond**





## Bid Tab - 2021 Hillsdale WTP Waste & Residuals Pond Cleanout

## Tuesday, February 2, 2021

				Denali Water	Solutions, LLC	Hodges Farms 8	& Dredging, LLC
Item No.	Description	Unit	Approx. Unit Qty.	Unit Price	Unit Total	Unit Price	Unit Total
1	Sludge Removal and disposal, haul and reestablishment of areas damaged during the project.	L.S.	1	\$54,779.00	\$54,779.00	\$73,739.00	\$73,739.00
			TOTAL BASE BID		\$54,779.00		\$73,739.00

Bid Submitted by:

# Dena II WATER SOLUTIONS

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

## Request for Bid:

2021 Hillsdale WTP

Waste and Residuals Pond Cleanout

## Submitted to:

Ric Gere, Utilities Staff Engineer City of Gardner - Utilities Department 1150 E Santa Fe Street Gardner, KS 66030 Phone: 913.568.8123

Submitted by courier

Due Date: February 2, 2021 at 12:00 PM



January 29, 2020

Submitted via Courier Ric Gere, Utilities Staff Engineer City of Gardner - Utilities Department 1150 E Santa Fe Street Gardner, KS 66030

RE: Invitation to Bid - 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

Mr. Gere,

Denali Water Solutions LLC ("Denali" or "Denali Water") is the respondent to the 2021 Hillsdale WTP Waste and Residuals Pond Cleanout. At Denali, our goal is to continuously exceed our Customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City of Garner's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City of Gardner to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of Gardner Utilities Department for providing the removal and disposal of waste water and residuals from the Hillsdale Water Treatment Plant. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at <a href="mailto:jeffrey.leblanc@denaliwater.com">jeffrey.leblanc@denaliwater.com</a>. Again, thank you for the opportunity to submit our bid to the City of Gardner - Utilities Department and we look forward to the next steps.

Thank you.

Very truly yours

Jeffrey J. LeBlanc

President



## PROPOSER'S AFFIDAVIT 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:
Legal Name of Person, Firm or Corporation:
Address: 3308 Bernice Avenue PO Box 3036
City/State/Zip: Russellville, AR 72802 Russellville, AR 72811
Contact Person:Jeffrey J. LeBlanc
Phone: _(315) 374-8645Email: _jeffrey.leblanc@denaliwater.com
Federal ID #:26-1757145
Type of Organization: □ Individual □ Small Business □ Non-profit □ Partnership 戊Corporation(LLC) □ Joint Venture
Attach copies of all such licenses, permits or certificates issued to the business entity.
The undersigned person by his/her signature affixed hereon warrants that:  A. He/she is an officer of the organization.  B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.  C. The Proposer complies with all of the requirements of the Bid.  D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.  E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  Addendum No.:  Dated:  Addendum No.:  Dated:  Dat
Authorized Signature:
Subscribed and sworn to before me this <u>29TH</u> day of <u>January</u> , 20 <u>21</u> by
(seat Afrang) ALDRIDGE Notary Public - State of New York No. 01AL6194373 Qualified in Monroe County My Commission Expires Sept. 29. 2024



#### BID FORM

## 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Denali Water Solutions LLC

Item	<u>Description</u>	Unit	Total Cost
1	Sludge Removal and disposal, haul and reestablishment of areas damaged during the project.	LS (Lump Sum)	\$ 54,779.00

TOTAL BID: \$ 54,779.00

- In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.
- The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.



NONE

#### **BID FORM**

## 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

- 3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.
- 5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Gardner's claims policy and approved by the Utilities Director, all as provided in the Contract Documents.
- 6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

Dated this <u>29th</u> day of <u>January</u>	, 2021.
	Denali Water Solutions LLC
Ву:	[Contractor]
	Jeffrey J./LeBlanc, President Title
	3308 Bernice Avenue
	Address
	Russellville, AR 72802
	City, State, Zip
	(315) 374-8645
	Telephone Number
	jeffrey.leblanc@denaliwater.com
	E-Mail [if available]

(585) 358-4525
Facsimile Number [if available]



#### **BIDDER'S QUALIFICATION STATEMENT**

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

1.	The name	e, address, telephone number/fax number/email add	lress of the bidder.
	Name:	Denali Water Solutions LLC	
	Address:	3308 Bernice Avenue, Russellville, AR 72802	
	Phone/Fa	x/Email: _(315) 374-8645 / (585) 358-4525 / jeffrey.	leblanc@denaliwater.com
2.	Years in b	pusiness 6 years as Denali (25 years expience in	the industry)
3.	List of cor	ntractors owned equipment available for this projectory.	t. Attach as separate submittal,
	See Atta	ached Equipment List	
<b>.</b> .	List of equ	uivalent type projects within the last four (4) years.	Attach as separate submittal, if
	i.	Name of Client: City of Houston, TX	Date of Project:
		Contact Person: Andrew Molly, P.E.	Phone: (832) 395-3785
		Description of Project: Dewatering and Land App	lication
		2	
	ii.	Name of Client: Little Rock Water Reclamation Authority	Date of Project:
		Contact Person: Scott Kirby	Phone: (501) 804-4758
		Description of Project: Biosolids Removal and Be	eneficial Use
		<b>244</b>	
	iii.	Name of Client: City of Edmond, OK	Date of Project:
		Contact Person: Kris Neifing	Phone: <u>(405) 216-7696</u>
		Description of Project: Lagoon Cleanout	

	Role:		Names:		Years Ex	perience:	
	Project	Manager:	Jason Gol	den		14	
	Superin	tendent:					
	Forema	n:					
	Other P	ersonnel:					
				185			
Each b bidder	idder sha proposes	all enter in to employ	and the type	be of work the	he subcontra	f major subcor actor will perfor t constitutes ap	rm. A m
	percent c		he total contr		Substitute	Type/Scope	
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Such a	tely prep	ared to fureby author	ulfill the con	tract. Attach	a separate	ing whether the submittal, if	necess furnish
e unders	requeste		City in verific	cation of the	recitals co	imprising this s	
e unders ormation dder's qua	requeste alification:	s. ə:	In NU	igo		11/29/2021	
ne unders formation dder's qua uthorized	requeste alification: Signature	s. Jeffrey	J. LeBlanc, F	President	_ Date: <u>0</u>		



#### SUBCONTRACTOR'S QUALIFICATION STATEMENT

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

u	antional for	mo are required and attach as separate submittals	to the r roposal.
1.	The name	e, address, telephone number/fax number/email ad	dress of the Subcontractor.
	Name: _	NOT APPLICABLE	
	Address:		
	Phone/Fa	ax/Email:	
2.		pusiness	
	List of S	ubcontractors owned equipment available for th if necessary.	
4.	List of equinecessary	uivalent type projects within the last four (4) years.	Attach as separate submittal,
	i.	Name of Client:	Date of Project:
		Contact Person:	Phone:
		Description of Project:	
	ii.	Name of Client:	Date of Project:
		Contact Person:	Phone:
		Description of Project:	
	iii.	Name of Client:	Date of Project:
		Contact Person:	Phone:
		Description of Project:	

	Role:	Names:	Years experies	nce:
	Project Manager			
	Superintendent			
	Foreman:			
	Other Personnel:			
			th a separate submittal,	
he unde	rsigned hereby autho	rizes and requests	th a separate submittal, any person, firm or corp of the recitals compris	poration to furnish
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he unde	rsigned hereby autho on requested by the actor's qualifications.	rizes and requests City in verification	any person, firm or corp of the recitals compris	poration to furnish sing this statemen
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## CERTIFICATE OF NONDISCRIMINATION MANDATORY PROVISIONS

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: _01/29/2021	Denali Water Solutions LLC / Jeffrey J. LeBland
	Contractor/Principal
	By: July / Wiles
CORPORATE SEAL	Signature   President
	(Official Title of Signer)



#### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

	DUNTY OF Monroe )
	Jeffrey J. LeBlanc , being first duly sworn deposes and says that:
(1)	He is President of Denali Water Solutions LLC , the Bidder that has submitted the attached Bid;
(2)	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham bid;
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.
	By: /////////
	Name: Jeffrey J. LeBlanc
	Title: President
	Bidder: Denali Water Solutions LLC
Sub	oscribed and sworn to before me this 29th day of January, 20 21 by
J	leffrey J. LeBlanc
	(seal, if any)  GARY T. ALDRIDGE  Notary Public - State of New York No. 01AL6194373  Qualified in Monroe County



#### **BID BOND**

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

KNOW ALL MEN BY THESE PRESENTS, that Description of the Street, are held and firmly bound unto the called the Obligee, in the sum of Five Percent of Amorton the payment of which sum well and truly to be mourselves, our heirs, executors, administrators, succept these presents.	naut Insurance Companya ate ofi as Surety, hereinafter city of Gardner Kansas, as Obligee, hereinafter ount Bid Dollars (\$ 5%), ade, the said Principal and the said Surety, bind
WHEREAS, the Principal has submitted a b	id for the following project:
PROJECT: 2021 Hillsdale WTP Waste and	Residuals Pond Cleanout
NOW THEREFORE, if the Obligee shall accept the into a Contract with the Obligee in accordance with bonds as may be specified in the bidding or Contract the faithful performance of such Contract and for the in the prosecution thereof, or in the event of the fair give such bond or bonds, if the Principal shall pay penalty hereof between the amount specified in so Obligee may in good faith contract with another part this/her obligation shall be null and void, otherwise to Signed and sealed this/her and ago of February	In the terms of such bid, and give such bond or the Documents with good and sufficient surety for prompt payment of labor and material furnished lure of the Principal to enter such Contract and to the Obligee the difference not to exceed the aid bid and such larger amount for which the by to perform the Work covered by said bid, then
	Denali Water Solutions LLC
[SEAL]  ATTEST:  [Secretary] Bary Aldrical, Project Assist	Jeffrey J. Le Blanc, President [Title]
·	Argonaut Insurance Company
[SEAL]	[Surety Company]
Bv:	aron A. Foulk, [Attorney-in-fact]

State of	Illinois	} ~~	
County of	Cook	} ss:	

On this 2<sup>nd</sup> day February in the year two thousand twenty one, before me, Kathleen Moesle-Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Sharon A. Foulk known to me to be the duly authorized Attorney-in-fact of the Argonaut Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and that Sharon A. Foulk duly acknowledged to me that she subscribed the name of the Argonaut Insurance Company and thereto as Surety and her own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

	Kathe Med	e Weaver
1/7/2024	Notary Public in and for	Kathleen Moesle-Weaver
	City, State of	Rolling Meadows, Illinois



## **Argonaut Insurance Company** Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

William T. Krumm, Sharon A. Foulk, Jodie Sellers, Patrick M. Gallagher, Karen E. Socha, Kathleen Weaver, Jon A. Schroeder

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

#### \$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

Joshua C. Betz, Senior Vice President

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

February IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of



James Bluzard , Vice President-Surety



#### **MAINTENANCE BOND**

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

KNOW ALL MEN BY THESE PRESENTS:
That we, as the "Principal," hereinafter referred to a "Contractor," and as and hereinafter
"Contractor," andas and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of
referred to as trie. Surety, a corporation organized under the laws of the State of
and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the city of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the city of the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the city of the CITY OF GARDNER, CITY OF CITY O
Dollars (\$) for the
payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents:
THE CONDITIONS OF THIS BOND are such that:
WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, wit City to construct certain improvements referred to as <b>2021 Hillsdale WTP Waste and Residual Pond Cleanout</b> , more particularly described in the Agreement and the Contract Documents date, 20, the Agreement and the Contract Documents are made a pahereof by reference as if fully set out herein.
The Contractor, upon completion of the Agreement and upon acceptance by the City of Gardner, in accordance with the Contract Documents, approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date that each City so accepts said work, said date being the formal acceptance date.
The said Surety, for value received, hereby stipulates and agrees that no change, extension of time alternation or addition to the terms of the Agreement or other Contract Documents, Specifications and Plans, to the work to be performed thereunder, or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.
NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents including all documents incorporated therein, between City and Contractor, and all applicable laws

rules, and regulations such as, but not limited to, those set forth in the Code of the City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, Water Lines, and

Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

PROVIDED, that if the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, FURTHER, that if said Contractor fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed and sealed this	_ day of	, 20
[SEAL]		[Contractor/Principal]
		FEHA
		[Title]
[SEAL]		[Surety Company]
	Ву:	[Attorney-in-fact]
		[Attorney-in-lact]
	By:	There are a month
		[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)



#### **PERFORMANCE BOND**

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned of
, as Principal, hereinafter referred to as the "Contractor," and, a corporation organized under the laws of the State of
, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of
States of America, for the payment of which sum, well and truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:
THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:
WHEREAS, the above bonded Contractor, has on the day of, 20, executed a written Agreement with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as 2021 Hillsdale WTP Waste and Residuals Pond Cleanout, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is attached hereto and made a part hereof.
NOW THEREFORE, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, and if said Contractor shall replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.
<b>PROVIDED</b> , if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two (2) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums,

compensation; liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED, FURTHER,** that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications, plans or other documents accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications, plans and other documents.

**PROVIDED FURTHER**, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Surety has caused these	e presents to be orney-in-fact duly a	tractor has hereunto set his/her hand, and the said executed in its name; and its corporate seal to be authorized thereunto so to do on this, the day
[SEAL]		[Contractor/Principal]
		[Title]
[SEAL]		[Surety Company]
	Ву:	[Attorney-in-fact]
	Ву:	[Kansas Agent]

#### NOTE:

- 1. Date of bond must not be prior to date of contract.
- 2. If Contractor is partnership, all partners should execute bond.
- 3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
- 4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



#### STATUTORY PAYMENT BOND

#### 2021 Hillsdale WTP Waste and Residuals Pond Cleanout

KNOW ALL MEN BY THESE PRESENTS:	S:	
THAT we, the undersigned,	of	1
hereinafter referred to as "Contractor", a	and a corporat	ion
	, and authorized to transact busine	
in the State of Kansas, as "Surety", are he	neld and firmly bound unto the State of Kansas, in	the
penal sum of	Dollars (\$), lawful money of the Uni	ted
States of America, for the payment of which	ch sum well and truly to be made, we bind ourselves	, or
heirs, executors, administrators, successors	ors and assigns, jointly and severally by these preser	nts.
THE CONDITION OF THE FOREGOING O	OBLIGATION IS SUCH THAT:	
, 20, entered into an Agree all tools, equipment, materials and supplies Hillsdale WTP Waste and Residuals Por Contract Documents, Specifications, Plans,	CONTRACTOR has, on the day reement with the City of Gardner, Kansas, for furnishes, performing all labor and constructing <b>Project: 20 and Cleanout</b> , described in the attached Agreements, and other documents on file in the office of the Country of the Cou	ing <b>)21</b> ent,
Clerk of Gardner, Kansas.		

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements described in the above-mentioned Agreement and Contract Documents, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement and the Contract Documents or to the work to be performed thereunder, or the Specifications or Plans accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, Contract Documents or to the Specifications or Plans.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of said public improvements.

PROVIDED FURTHER, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so

as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

caused these presents to be executed in it	TOR has hereunto set his hand, and said surety has is name, and its corporate seal to be affixed by its
attorney-in-fact duly authorized to do so at _ 20	on this, the day of
[SEAL]	[Contractor/Principal]
,	[Title]
[SEAL]	[Surety Company]
Ву:	[Attornov in fact]
Ву:	[Attorney-in-fact] [Kansas Agent]
	[ Kanada / Gent]

#### NOTE:

- 1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000) in accordance with K.S.A. 60-1111 as amended.
- Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
- 3. Date on bond must not be prior to date of contract.
- 4. If Contractor is partnership, all partners should execute bond.
- 5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
- 6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



**Authority to Sign** 



#### **AUTHORITY TO SIGN**

Denali Water Solutions LLC Corporate Evidence of Authority to Sign, Solely for Routine bids and Customer Contracts associated with the handling of Biosolids. This authority does not extend to any other type of contract.

A meeting of the Board of Directors for Denali Water Solutions LLC was held on February 11, 2020. Present at the meeting were Andy McNeill, Rob Currey, B.J. Loessberg, Kevin Dunlap, Todd Sims, and Ransom Langford. During the meeting, the Board of Directors authorized the following to sign contracts and agreements on behalf of Denali Water Solutions LLC:

- Andy McNeill, Chief Executive Officer
- Jeffrey LeBlanc, President
- Rob Currey, Chief Financial Officer
- Scott Walker, Director of Assets & Procurement
- Jeff Thurber, General Manager
- Todd Sims, Chief Investment Officer
- Kevin Dunlap, Chief Operating Officer

Signed by: Andy McNeill, Chief Executive Officer



**Equipment List** 



#### **EQUIPMENT LIST**

The following is a list of equipment available to use for this project. Note that the trucks being used for this project have a hauling capacity of 6,000 gallons.

Description	Category	Manufacturer	Model	Year
2000 New Holland Tractor		New Holland		2000
MACK CHU613	Truck	MACK		2011
TALBERT 30-TON TRI-AXLE LOW BOY TRAILER W/STINGER AXLE OPTION T3DW-30-SRG-T1	TRAILER	TALBERT		2008
Fruehauf Drop Deck Trailer	Trailer	FRUEHAUF		1993
APPALACHIAN DREDGE TRAILER for DR15	Trailer	APPALACHIAN		2009
Econoline 16 Ton Pintle Hitch Trailer	Trailer	ECONOLINE		2007
LAMAR FUEL TRAILER W/PUMP - 500 GALLONS - MODEL 5X8	Trailer	LAMAR		2017
BALZER 4200 LIQUID BUGGY	Buggy	BALZER		2005
HOULE 52' Long 6" Diameter Hog Pump AGI-POMPE AP-L-52T	Pump	HOULE		
HOULE 52' Long 6" Diameter Hog Pump AGI-POMPE AP-L-52T	Pump	HOULE		
PUMP - SUPER VAC ASSIST 4x3 - to run gama-jet & hose reels				
FORD F250 4x4 CREW CAB	Cars & Trucks	FORD	F-250	2018
FORD F150 CREW CAB 4x4 SS	Cars & Trucks	FORD	F-150	2018
RAM 1500 LARAMIE 4x4 CREW CAB	Cars & Trucks	RAM	1500	2019
FORD F250 4x4 CREW CAB	Cars & Trucks	FORD	F-250	2019
2019 Ford F-150 XLT 4x4 SuperCrew Cab		Ford	F-150	2019
2019 Ford F-150 XLT 4x4 SuperCrew Cab		Ford	F-150	2019
2019 Ford F-150 LARIAT 4x4 SuperCrew Cab		Ford	F-150	2019
2019 Ford F-150 XLT 4x4 SuperCrew Cab		Ford	F-150	2019
9'10" SPLAT BOAT				
MACK SPREADER TRUCK, 5-SPEED TRANSMISSION, 419,262 MILES REPORTED CV713	TRUCK	МАСК		2004
MACK CHU613 TANDEM AXLE TRACTOR	TRUCK	MACK		2015
MACK GU713 TRACTOR	TRUCK	MACK		2018
MACK GU713 TRACTOR	TRUCK	MACK		2018
MACK CHU613	TRUCK	MACK		2018
Mack GU713 Tank Truck	Truck	MACK		2012
MACK CHU613	Truck	MACK		2003
2019 Mack PI64		Mack		2019
1995 Peterbilt 357 Spreader Truck		Peterbuilt		1995
Mack Pressure Tank Truck - Bob Truck	Truck	MACK		2012
INTERNATIONAL WATER TRUCK	Truck	INTERNATIONAL		2006

Description	Category	Manufacturer	Model	Year
INTERNATIONAL WATER TRUCK - EZ Rider	Truck	INTERNATIONAL		1982
PETERBILT 567 TRANSPORT - Bob Truck	Truck	PETERBILT		2017
PETERBILT For Shop Yard Mule	Truck	PETERBILT		1999
0000 OTTAWA YARD MULE	Yard Mule	0000 OTTAWA		2000
PETERBILT 389 TRANSPORT	Truck	PETERBILT		2018
MACK GU813	Truck	MACK		2013
VOLVO VHD84FT200	Truck	VOLVO		2014
FARMSTAR HYDRAULIC 34d MEMBER REEL	Other	FARMSTAR		2009
EMS CONNEX BUILDING	Building	EMS		2000
CUMMINS GREEN HYDRAULIC		CUMMINS		1998
BALZER 4200 LIQUID BUGGY	Buggy	BALZER		2003
NORTHSTAR 6500 DIESEL	Other	NORTHSTAR		2014
BALZER MAGNUM 4200 LIQUID BUGGY	Buggy	BALZER		2007
KUBOTA L4600 Tractor	Farm Tractor	KUBOTA		
H & H FLOATING DREDGE - MDS120 w/TL9201	Pump	Н		
ITHACA OFFICE TRAILER - 12'X50', DUAL 15,000 LB AXLE	Building	ITHACA		2016
MILLER BOBCAT WELDER	Other	MILLER		2004
2014 - 7010 MID AMERICA STEEL DECK TRUCK SCALE	Other	2014 - 7010 MID		
HOULE 53' Long 6" Diameter Hog Pump	Pump	HOULE		2013
HOULE 32' Length 6"Diameter Hog Pump	Pump	HOULE		2013
McELROY 125001	Other	MCELROY		1998
John Deere Tractor 8420 MFWD	Tractor	JOHN		2005
VMI Dredge MD-615	Dredge	VMI		2014
HOULE LAGOON PUMP 52	Pump	HOULE		2011
420 RANCHER ATV 4WDw.soil sampling machine OE1001	Yard Mule	420 RANCHER		-
WINTEXAG 2000 Soil Sampling Machine/mounted on AT2	Other	WINTEXAG		2017
FORD F450 PICK UP	Cars & Trucks	FORD	F-450	2012
FORD F450 SD CREW CAB 4X4	Cars & Trucks	FORD	F-450	2006
FORD F-250	Cars & Trucks	FORD	F-250	2017
FORD F-250 LARIAT 4x4 SD CREW CAB	Cars & Trucks	FORD	F-250	2019
FORD F-150 XLT 4X4 SUPERCREW	Cars & Trucks	FORD	F-150	2018
FORD F-150 XLT 4X4 SUPERCREW	Cars & Trucks	FORD	F-150	2018
FORD F150	Cars & Trucks	FORD	F-150	2006
FORD RANGER	Cars & Trucks	FORD	RANGER	2001
FORD RANGER	Cars & Trucks	FORD	RANGER	2005
John Deere Cab Tractor 6140 D w/Loader WL372	Tractor	JOHN		2014
LAYMOR STREETSWEEPER	Other	LAYMOR		-
DODGE RAM 3500	Cars & Trucks	DODGE	3500	2014
SIERRA DENALI 4WD Crew Cab PU	Cars & Trucks	SIERRA	SIERRA	2015

Description	Category	Manufacturer	Model	Year
BALZER MAGNUM 4200 LIQUID BUGGY	Buggy	BALZER		2005
BALZER MAGNUM 4200 LIQUID BUGGY	Buggy	BALZER		
Balzer 4800 Gallon Vac Tank	Buggy	BALZER		2017
Houle 42" Lagoon Pump	Pump	HOULE		2008
AGI 42" Lagoon Pump	Pump	AGI		2015
Houle 52" Lagoon Pump	Pump	HOULE		2012
NISSAN FORK LIFT	FORK LIFT	NISSAN		2001
NEW HOLLAND 8970 FARM TRACTOR	Farm Tractor	NEW		1995
NH 8970 FARM TRACTOR	Farm Tractor	NH		1993
H & H FLOATING DREDGE	Pump	Н		2000
JOHN DEERE 444H WHEEL LOADER	Wheel Loader	JOHN		2003
HOLLAND AERWAY AERATOR	Other	HOLLAND		2007
VOLVO WHEEL LOADER	Wheel Loader	VOLVO		2004
BALZER VACUUM TANK 4200 SERIAL # 4701	Buggy	BALZER		1999
TEXWIN CARPORT	Building	TEXWIN		2015
SCALE HOUSE	Building	SCALE		2016
SMALL STORAGE BUILDING (Time Clock)	Building	SMALL		-
BUILDING-	Building	BUILDING		2011
42' SCOTTY BOX FOR WYLIE	Other	42'		1-
2007 Submersible 6 In Pump	Pump	2007 SUBMERSIBLE		2007
% SOLID SMART SYSTEM	Other	% SOLID		-
John Deere 4955	Farm Tractor	JOHN		1990
JD 8330 FARM TRACTOR	Farm Tractor	JD		2007
HOULE 52' 8" HOG PUMP	Pump	HOULE		2010
HOULE 52' 8" HOG PUMP	Pump	HOULE		2011
HOULE 52' 6" HOG PUMP	Pump	HOULE		2013
NEW HOLLAND T8030	Farm Tractor	NEW		
New Holland T8020	Farm Tractor	NEW		2008
FARM TRACTOR	Farm Tractor	FARM		2011
NEW HOLLAND T8030	Farm Tractor	NEW HOLLAND		2012
New Holland T8030	Farm Tractor	NEW		2011
NEW HOLLAND T8020	Farm Tractor	NEW		2011
NEW HOLLAND T8030	Farm Tractor	NEW		2011
NEW HOLLAND T8300	Farm Tractor	NEW		2012
NEW HOLLAND T8300	Farm Tractor	NEW		2012
NEW HOLLAND T8.275	Farm Tractor	NEW		2013
NEW HOLLAND T8.275	Farm Tractor	NEW		2013
NEW HOLLAND T7.260	Farm Tractor	NEW		2013
HOULE 52' Long 8" Diameter Hog Pump	Pump	HOULE		2010
ODOR CONTROL SYSTEM - GP - 13HP	Other	ODOR		-

Description	Category	Manufacturer	Model	Year
ODOR CONTROL SYSTEM - GP - High Pressure Atomizing System	Other	ODOR		
1000 Gallon Fuel Tank	Other	1000 GALLON		
11 Ft. Flat Bottom Boat	Other	11 FT		
STERLING QUAD CAB 4X4 TRUCK BULLET	PICKUP	STERLING		2008
BIGT UTILITY TRAILER	Utility Trailer	BIGT		2004
Big Tex Tandem Axle Pipe Utility Trailer 70PI-70	Utility Trailer	BIG		2014
DAKOTA UTILITY TRAILER	Utility Trailer	DAKOTA		2012
TRAIL KING pintle hitch trailer	Utility Trailer	TRAIL		2005
MEB UTILITY TRAILER (TILT)	Utility Trailer	MEB		2011
LARK UNITED TRAILER	Trailer	LARK		2015
TRAILMASTER Gooseneck	Utility Trailer	TRAILMASTER		2009
J & L TRAILER	Tanker Trailer	J&L		1971
HOME MADE TRAILER GOOSENECK	Utility Trailer	HOME		2019
2020 Big Tex Utility Trailer		Big Tex		
DRAGON TRAILER		DRAGON		
DRAGON 150BBL ALUMINUM VACUUM TANKERS	Tanker Trailer	DRAGON		2006
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1972
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1972
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1973
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1973
Trailmaster Tank Trailer	Trailer	TRAILMASTER		1973
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1978
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1997
Fruehauf Tank Trailer	Trailer	FRUEHAUF		1986
FRUEHAUF TRAILER	Tanker Trailer	FRUEHAUF		1990
HEIL TRAILER	Tanker Trailer	HEIL		1982
STEPHENS TRAILER 8400 Gallon	Tanker Trailer	STEPHENS		2005
STEPHENS TRAILER	Tanker Trailer	STEPHENS		2001
STEPHENS TRAILER	Tanker Trailer	STEPHENS		2001
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1986
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1982
TRAILMASTER TRAILER	Trailer	TRAILMASTER		1997
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1980
TRAILMASTER TRAILER	Tanker Trailer	TRAILMASTER		1986
	Tanker Trailer	VIM		1986
	Trailer	TRAILMASTER		2003
	Trailer	TRAILMASTER		2006
	Truck	PETERBILT		2020



Statement of Qualifications

### STATEMENT OF QUALIFICATIONS

Denali Water has been in the business of providing residuals management services for the last 24 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

#### History

Denali Water was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United

States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.

In many states, Denali Water was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.



#### The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

#### **ANDY MCNEILL - CHIEF EXECUTIVE OFFICER**



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

#### **JEFFREY J. LEBLANC - PRESIDENT**



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via

the operations, management and distribution of residual based products, such as WeCare Compost<sup>®</sup>. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

#### JIMMY MARDIS - CHIEF ENVIRONMENTAL OFFICER



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

#### **ROB CURREY - CHIEF FINANCIAL OFFICER**



Rob Currey serves the company as its Chief Financial Officer. Rob's professional experience has been focused on the intersection of entrepreneurship, energy and resource use, and environmental stewardship. Rob's diverse background spans private equity investing, renewable-energy project development, corporate strategy at a large multinational company, and most recently, CFO roles at companies focused on delivering municipal wastewater systems and services. Rob received a graduate degree from Duke University with a Master of Environmental Management. Rob pursued his undergraduate studies at Princeton where he earned his Bachelor of Science degree in Engineering, and where he played varsity football.

#### **KEVIN DUNLAP - CHIEF OPERATIONS OFFICER**



Kevin is an experienced executive and leader in the water, wastewater, and environmental services industries with a demonstrated history of success. Kevin serves as Chief Operations Officer at Denali, and was previously CEO of Orège North America Inc. He has spent his entire 25-year career in various sales, operations, management, and executive leadership roles, including positions with American Water/EMC, US Filter, ITT Industries, Waterlink, and BCR Environmental. He has spent the past 15 years in management and executive level positions. Kevin has led municipal and industrial sales efforts in North America that have focused on both water and wastewater treatment equipment and services. He has also been responsible for profit and loss, and overseeing the day to day operations in several

roles. He has focused the majority of his career on complex transactions involving capital sales of \$250,000 or more and long-term service agreements of 3 years or more. Kevin has a bachelor's degree in Environmental Studies from Baylor University.

#### GARY EMERY - VICE PRESIDENT, SALES & DEVELOPMENT



Gary is Vice President of Sales & Development for Denali, bringing a breadth of knowledge in the environmental and residuals management industry. He began his career in 1986 with an Arkansas-based environmental trucking company. Gary is a proven expert in the lagoon business as a key player for municipalities, solving liquid event problems. Gary has been with Denali since 2009 and was previously in management as an Operations Manager at Mid-America Environmental Solutions. Gary has managed operations, sales, dispatch, and environmental work throughout the South-Central region. His analysis of customer needs and determining operational resources are unmatched in the environmental sector.

#### JASON GOLDEN - GENERAL MANAGER, CENTRAL REGION



Jason joined Denali in 2006. He holds a degree from Arkansas Tech University and is a certified Residential and Commercial contractor in the state of Arkansas. Jason began with the company as the Asset Manager and became the Liquid Events Operations Manager in February 2009. Jason has responsibility for project development and growth in the municipal services sector. He oversees projects ranging from small lagoon cleanouts in farming communities to large multiyear sludge management project handling hundreds of thousands of tons per year for cities such as Dallas, Houston, Norman OK, as well as a large percentage of the Rio Grande Valley.

#### **JASON R. RAMSEY - DIRECTOR OF SAFETY**



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.



# JASON GOLDEN

GENERAL MANAGER
CENTRAL REGION

#### **PERSONAL PROFILE**

Jason joined Denali in 2006. He holds a degree from Arkansas Tech University and is a certified Residential and Commercial contractor in the state of Arkansas. Jason began with the company as the Asset Manager and became the Liquid Events Operations Manager in February 2009. Jason has responsibility for project development and growth in the municipal services sector. He oversees projects ranging from small lagoon cleanouts in farming communities to large multiyear sludge management project handling hundreds of thousands of tons per year for cities such as Dallas, Houston, Norman OK, as well as a large percentage of the Rio Grande Valley.

#### **WORK EXPERIENCE**

#### General Manager, Central Region, Denali Water Solutions LLC 2006 - Current

Manages all aspects of operations for the Central Region; including but not limited to project scheduling, management of personnel, recruitment and qualification of subcontractors, project progress reviews, payment submittals, safety program compliance, and employee corrective actions. Also supervises Project Superintendents, coordinates with various departments, and performs routine visits to ensure effective communication with the Customer.

#### PROJECT EXPERIENCE

#### City of Houston Northeast & Southeast Water Purification Plant - Houston, Texas 2019 - Present

Project: Dewatering and Land Application of Class B Sludge | Value: \$4,099,041 | Client Contact: Andrew Molly, P.E.

#### Johnson County, Kansas 2019 - Present

Project: Biosolids Land Application | Value: \$500,000 | Client Contact: Dale Bauer

#### City Corporation - Russellville, Arkansas 2015 - Present

Project: Installation of Bioset Class A System, Production, Transportation, and Beneficial Reuse of Class A Residuals

Value: \$1,082,475 | Client Contact: Lance Bartlett

#### North Texas Municipal Water District - Wylie, Texas 2013 - Present

Project: Dredge, Haul, & Reuse via Land Application | Value: \$6,100,000 | Client Contact: Travis Markham

#### **LICENSES**

Licensed Arkansas General Contractor

#### **EDUCATION**

#### **Arkansas Tech University**

**Bachelor of Science** 

#### **CONTACT INFORMATION**

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Website: www.denaliwater.com

Address: 3308 Bernice Avenue, Russellville, AR 72802

DENALI WATER SOLUTIONS

UTILITY ADVISORY COMMISSION STAFF REPORT DISCUSSION ITEM #1

MEETING DATE: MARCH 4, 2021

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Project Updates

#### Background:

Staff will discuss current developments of projects.

UTILITY ADVISORY COMMISSION STAFF REPORT OTHER BUSINESS #1

MEETING DATE: MARCH 4, 2021

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Utilities Rebate Program.

#### Background:

Last year, Ecologix presented to the Utility Advisory Commission rebate programs ranging from LED lights, smart thermostats to insulation, heating, and cooling.

After an extensive discussion, UAC directed Utilities Director to look into a rebate program for thermostats, LED bulbs, power strips, and water irrigation controllers.

Staff reviewed the rebate program resources provided by Ecologix and others, and found the following:

Thermostats: most utilities offer a \$50-\$75 rebate for the purchase of a smart thermostat.

<u>LED bulbs</u>: most utilities provide incentives for commercial customers but smaller utilities still provide rebate programs for residential customers anywhere between \$1-\$5 per LED bulb with a limit of 12 LED bulbs.

Power strips: rebates range between \$10 - \$20.

#### Water irrigation controllers:

Arizona: Up to \$200 Colorado: \$75

New Mexico 25% of cost up to \$100 Nevada: 50% of cost up to \$200 North Carolina: 50% of cost up to \$200

South Dakota: \$80

Texas: 50% of cost up to \$125

#### Attachments:

Rebate program table



## City of Gardner Rebate Programs

Rebate	Customer Type	Rebate Program Description	Program Dates	Eligible Product(s)	Website for	Contact Name	Contact #
Smart Thermostat	Residential	25% of the purchase price up to \$75. Credit issued to utility account. Must call first to get pre-approval.	Ends December 31, 2021.				
Water Smart Irrigation Controller	Residential	25% of the purchase price up to \$100. Credit issued to utility account. Must call first to get pre-approval.	Ends December 31, 2021				
LED Bulb	Residential	\$2 per bulb up to 12 bulbs per household. Credit issued to utility account. Must call first to get pre-approval.	Ends December 31, 2021				
Smart Power Strip	Residential	Up to \$20.Credit issued to utility account. Must call first to get pre-approval.	Ends December 31, 2021				